

## CONSULTING AGREEMENT

This consulting agreement ("Agreement") is made effective as of August 1st, 2018 (the "Effective Date"), by and between Guo Media, a media platform wholly owned by Saraca Media Group Inc., a company incorporated in the State of Delaware ("Guo Media" or "Company") and Bannon Strategic Advisors, Inc., ("Consultant") (individually a "Party," collectively, "the Parties"). In consideration of the mutual covenants set forth, and upon other good and valuable consideration, the Parties agree as follows:

1. Company engages Consultant on a non-exclusive basis as an independent contractor to perform strategic consulting services as reasonably requested by the Chief Executive Officer and/or the Board of Directors of the Company and subject to Consultant's availability, which shall include, but be limited to, introducing the Company to media personalities and advising the Company on industry standards and best practices (the "Services"). The Services to be performed hereunder shall generally be performed personally by Stephen K. Bannon, an employee of Consultant. However, Consultant is free to retain, hire or otherwise employ, without Company's advance written consent, agents, or others to provide the Services. Consultant shall perform the Services on a non-exclusive basis and shall be free to accept other engagements during the term of this Agreement. The parties hereby acknowledge and agree that Company shall have no right to control the manner, means, or method by which Consultant performs the Services. Consultant shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the Services.

2. The initial term of this Agreement shall commence on August 1, 2018 and shall expire on July 31, 2019 ("Initial Term"). Prior to the expiration of the Initial Term, the Agreement may be renewed on the same terms by mutual written consent of the parties hereto. Either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days advance written notice.

3. As full compensation for the Services and the rights granted to the Company in this Agreement, Company agrees to (i) pay Consultant an annual fee of USD \$1,000,000 (the "Consulting Fee"), paid quarterly (i.e. every 3 months) in the amount of USD \$250,000 and payable in advance (which Consulting Fee is fully earned on the date hereof). The first USD \$250,000 shall be due on signing of this Agreement. Consultant shall be entitled to reimbursement for any Company approved costs and expenses incurred in connection with the Services rendered under this Agreement.

4. Consultant represents and warrants to the Company that: (a) Consultant has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement; (b) Consultant's entering into this Agreement with the Company and performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject; (c) Consultant has the required skill, experience, and qualifications to perform the Services, Consultant shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; (d) Consultant shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.

5. Left Intentionally Blank.

6.1 The Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services (collectively, "Work Produce") including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "Intellectual Property Rights") therein. Consultant agrees that the Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for the Company and all copyrights therein automatically and immediately vest in the Company. If, for any reason, any Work Product does not constitute "work made for hire," Consultant hereby irrevocably assigns to the Company, for no additional consideration, its entire right, title and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present and future infringement, misappropriation, or dilution thereof.

6.2 To the extent any copyrights are assigned under Section 6.1, Consultant hereby irrevocably waives in favor of the Company, to the extent permitted by applicable Law, any and all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and



withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.

6.3 Upon the request of the Company, during and after the Initial Term, Consultant shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be reasonably necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event the Company is unable, after reasonable effort, to obtain Consultant's signature on any such documents, Consultant hereby irrevocably designates and appoints the Company as its agent and attorney-in-fact, to act for and on Consultant's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if Consultant had executed them. Consultant agrees that this power of attorney is coupled with an interest.

6.4 As between Consultant and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Consultant by the Company ("Company Materials"), including all Intellectual Property Rights therein. Consultant has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Company Materials except solely during the Term to the extent necessary to perform Consultant's obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company.

7.. If this Agreement is found to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by and interpreted exclusively in accordance with the internal laws of the Commonwealth of Virginia, U.S.A., without reference to conflict of laws principles or international law. Sole and exclusive venue for any disputes will be in Richmond, Virginia. The prevailing party shall be entitled to recover from the other party its costs and fees, including reasonable attorneys' fees and fees of other professionals, associated with such litigation. This Agreement shall be binding upon the Parties, and inure to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. This Agreement may be signed in counterparts. A facsimile signature shall have the same force and effect as an original signature, and trigger the obligations under this Agreement.

8. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

AGREED:

Saraca Media Group, Inc.

By: 

Its: authorized officer

Dated: August 1, 2018

Bannon Strategic Advisors, Inc.,

By: 

President/CEO

Its: \_\_\_\_\_

Dated: August 9, 2018